IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

TRANSAMERICA INVESTMENT	§	
GROUP, INC. dba SKY CARGO	§	
SOLUTIONS, INC.	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. 4:12-cv-01102
	§	
TRAVIS M. HAMILTON,	§	
	§	
Defendant.	§	

DEFENDANTS ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT

TO THE HONORABLE JUDGE OF THE UNITED STATES DISTRICT COURT:

COMES NOW, Travis M. Hamilton ("Hamilton") and Hamilton Capital Partners, LLC ("HCP"), collectively referred to herein as "Defendants"), and file this Answer to Transamerica Investment Group, Inc. dba Sky Cargo Solutions, Inc.'s ("Sky Cargo") Second Amended Complaint ("Complaint"), and in support thereof, show as follows:

I. Parties

- 1. Hamilton admits the statement in paragraph 1 of the Complaint.
- 2. Hamilton admits that he resides in Oklahoma. Hamilton denies that he was properly served.
- 3. HCP admits that it was a Florida limited liability company and that it dissolved in January 2012. HCP denies the remaining allegations in paragraph 3 of the Complaint.

II. Venue and Jurisdiction

- 4. Defendants admit that the case was removed to this Court under 28 U.S.C. §1332.
- 5. HCP admits that Plaintiff claims damages that exceed \$75,000.

III. Alleged Facts

- 6 Defendants admit that HCP discussed financing of Citation X aircraft in May 2009.
- 7. Defendants deny the allegations in paragraph 7 of the Complaint.
- 8. Defendants admit that HCP discussed a payment of \$50,000 for each aircraft but denies that Plaintiff is entitled to same.
- 9. Defendants admit that the six aircraft were sold. Defendants admit that Hamilton did not make any payment to SkyCargo in connection with the sale of the six aircraft and that John Berry has requested payment. Hamilton denies that SkyCargo is entitled to any payment in connection with the sale of the six aircraft.

IV. Causes of Action

A. Breach of Contract

- 10. Defendants incorporate herein their answers in Section III above.
- 11. Defendants deny the allegations in paragraph 11 of the Complaint.
- 12. Defendants deny the allegations in paragraph 12 of the Complaint.

B. Quantum Meruit

- 13. Defendants incorporate herein their answers in Section III above.
- 14. Defendants deny the allegations in paragraph 14 of the Complaint.

C. Fraud

15. Defendants deny the allegations in paragraph 15 of the Complaint.

D. Fraudulent Transfer

- 16. Defendants deny the allegations in paragraph 16 of the Complaint.
- 17. Defendants deny the allegations in paragraph 17 of the Complaint.

E. Unjust Enrichment

18. Defendants admit the statements in the first two sentences of paragraph 18 of the Complaint. Defendants deny the remaining allegations in paragraph 18 of the Complaint.

V. Conditions Precedent

19. Defendants deny the allegations in paragraph 19 of the Complaint.

Conclusion

The remainder of the Complaint constitutes a prayer for relief, a response to which is not required. Nevertheless, Defendants deny that SkyCargo is entitled to any relief against Hamilton.

ANSWER

Affirmative Defenses

SkyCargo's claims are barred because:

- 20. SkyCargo has failed to state a claim against Defendants upon which relief can be requested.
- 21. There is a defect in the parties.
- 22. Hamilton is not liable in the capacity in which he has been sued.
- 23. There is a failure to perform conditions precedent.
- 24. There is a failure of consideration.
- 25. of a revocation.
- 26. of unclean hands.

WHEREFORE, Defendants Travis M. Hamilton and Hamilton Capital Partners, Ltd. pray that the court enter a judgment that Transamerica Investment Group, Inc. dba Sky Cargo Solutions, Inc. take nothing as to Travis M. Hamilton and Hamilton Capital Partners, Ltd., dismissing Plaintiff's suit against Travis M. Hamilton and Hamilton Capital Partners, Ltd. with prejudice, accessing costs against Plaintiff, and awarding Travis M. Hamilton and Hamilton Capital Partners, Ltd. such other and further relief, both at equity and at law, to which he is entitled.

Respectfully submitted,

PATTON BOGGS LLP

/s/ Constance R. Ariagno___

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ATTORNEYS FOR DEFENDANT TRAVIS M. HAMILTON

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer has been sent by certified mail, return receipt requested, and facsimile, to: William W. Rucker 3355 West Alabama, Suite 825 Houston, TX 77098; fax 713-528-2800 on this 14th day of November, 2012.

/s/ Constance R. Ariagno Constance R. Ariagno